

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DDK Acquisitions, LLC, a Michigan limited liability co.

(b) County of Residence of First Listed Plaintiff Oakland
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Jason J. Liss (P48742); Fabian, Sklar, King & Liss, P.C.
33450 W. Twelve Mile Rd., Farmington Hills, MI 48331
(248) 553-2000

DEFENDANTS

The Hanover Insurance Company, a foreign corp., and
Brown & Brown, Inc., a foreign corp.

County of Residence of First Listed Defendant Worcester, Massachusetts
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §1332
Brief description of cause:
Claim for insurance proceeds

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 75,000.00 CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE
September 29, 2022

SIGNATURE OF ATTORNEY OF RECORD
/s/Jason J. Liss (P48742)

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

1. Is this a case that has been previously dismissed?

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :

UNITED STATES DISTRICT COURT

for the
Eastern District of MichiganDDK Acquisitions, LLC, a Michigan
limited liability co.,*Plaintiff,*

v.

THE HANOVER INSURANCE COMPANY,
a foreign corporation, and
BROWN & BROWN, INC.,
a foreign corporation,*Defendants.*

Civil Action No. 22-cv-

Hon.

SUMMONS IN A CIVIL ACTION

To: The Hanover Insurance Company
400 Lincoln St.
Worcester, MA 01653Serve RA: The Corporation Company
40600 Ann Arbor Rd. E., Ste. 201
Plymouth, MI 48170-4675

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jason J. Liss (P48742)
Fabian, Sklar, King & Liss, P.C.
33450 W. Twelve Mile Rd. Farmington Hills, MI 48331
(248) 553-2000

If you fail to respond, judgment by default may be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DAVID J. WEAVER, CLERK OF COURT

By: _____
Signature of Clerk or Deputy Clerk

Date of Issuance: _____



UNITED STATES DISTRICT COURT

for the
Eastern District of MichiganDDK Acquisitions, LLC, a Michigan
limited liability co.,*Plaintiff,*

v.

THE HANOVER INSURANCE COMPANY,
a foreign corporation, and
BROWN & BROWN, INC.,
a foreign corporation,*Defendants.*

Civil Action No. 22-cv-

Hon.

SUMMONS IN A CIVIL ACTION

To: Brown & Brown, Inc.
300 North Beach St.
Daytona Beach, FL 32114Serve RA: CSC-Lawyers Incorporating Service
2900 West Road, Ste. 500
East Lansing, MI 48823

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jason J. Liss (P48742)
Fabian, Sklar, King & Liss, P.C.
33450 W. Twelve Mile Rd. Farmington Hills, MI 48331
(248) 553-2000

If you fail to respond, judgment by default may be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DAVID J. WEAVER, CLERK OF COURT

By: _____
Signature of Clerk or Deputy Clerk

Date of Issuance: _____



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DDK ACQUISITIONS, LLC,
a Michigan limited liability company,

Plaintiff,

vs.

Case No. 22-cv-
Hon.

THE HANOVER INSURANCE COMPANY,
a foreign corporation, and
BROWN & BROWN, INC.,
a foreign corporation,

Defendants.

COMPLAINT

NOW COMES Plaintiff, DDK ACQUISITIONS, LLC, by and through its attorneys, FABIAN, SKLAR, KING & LISS, P.C., and for its Complaint against Defendants, THE HANOVER INSURANCE COMPANY and BROWN & BROWN, INC., state unto this Honorable Court as follows:

1. Plaintiff, DDK ACQUISITIONS, LLC, is a Michigan limited liability company, which is licensed to conduct business in the State of Michigan, whose members include:

A. Steve Friedman, who resides in Southfield, MI and is a citizen of the State of Michigan;

B. Avi Smith, who resides in Southfield, MI and is a citizen of the State of Michigan;

C. Phil Friedman, who resides in Southfield, MI and is a citizen of the State of Michigan;

D. Max Berlin, who resides in Southfield, MI and is a citizen of the State of Michigan;

E. Yehuda Kleiner, who resides in Southfield, MI and is a citizen of the State of Michigan;

F. DK Detroit Properties, LLC, whose members include:

(1) Yehuda Kleiner, who resides in Southfield, MI and is a citizen of the State of Michigan; and

(2) Dovid Kleiner, resides in Brooklyn, NY and is a citizen of the State of New York.

2. Defendant, THE HANOVER INSURANCE COMPANY (“HANOVER”), upon information and belief, is a corporation organized and existing under the laws of the State of New Hampshire, which has its principal place of business in Worcester, Massachusetts and is a citizen of the State of New Hampshire and the State of Massachusetts.

3. Defendant, BROWN & BROWN, INC. (“BROWN & BROWN”), upon information and belief, is a corporation organized and existing under the laws

of the State of Florida, which has its principal place of business in Daytona Beach, FL and is a citizen of the State of Florida.

4. The facts giving rise to this action occurred in the Eastern District of Michigan.

5. The amount in controversy between the parties exceeds the sum of Seventy-Five Thousand (\$75,000.00) Dollars exclusive of costs and interest.

6. The Court has original jurisdiction over this action pursuant to 28 U.S.C. §1332 due to the amount in controversy and the parties' diversity of citizenship.

7. At all relevant times, Plaintiff was the named insured or otherwise entitled to insurance benefits pursuant to policy no. IHH H461453 00 ("the POLICY"), procured by Defendant BROWN and issued by Defendant HANOVER, a copy of which is in Defendants' possession, which insured Plaintiff's commercial building located at 23800 Northwestern Hwy., Southfield, MI 48075 ("the BUILDING") against all risks of direct physical loss unless expressly limited or excluded by the POLICY.

8. On or about November 30, 2021, while the POLICY was in effect, Plaintiff's insured building was damaged by direct physical loss resulting from water.

9. Upon discovery, Plaintiff timely notified Defendants of the loss.

10. Pursuant to the terms of the POLICY, Plaintiff sent satisfactory proof of the fact and the amount of its loss to Defendant HANOVER.

11. On June 30, 2022, Defendant HANOVER purported to unilaterally rescind the POLICY based on its allegation that Plaintiff made a material misrepresentation in the unsigned application for insurance, specifically the representation that the insured structure had not incurred a loss or damage over \$10,000 in the three years preceding the application for insurance when, in fact, the BUILDING had suffered a substantial loss on June 5, 2020. Defendant HANOVER further alleged that had it been aware of the June 5, 2020 loss, it would not have issued the POLICY. (Ex. 1).

12. Defendant BROWN & BROWN is an independent insurance agency, licensed by the State of Michigan, which procured the POLICY on Plaintiff's behalf from Defendant HANOVER.

13. In procuring the POLICY, Defendant BROWN & BROWN completed and submitted an unsigned electronic application for insurance to Defendant HANOVER on or about December 17, 2020. (Ex. 2).

14. At the time Defendant BROWN & BROWN completed and submitted the application for insurance, it had actual knowledge of the substantial loss that occurred at the BUILDING on or about June 5, 2020. (Ex. 3).

15. Despite its actual knowledge to the contrary, Defendant BROWN &

BROWN represented “No” in the application for insurance in response to the question, “Has the builder/remodeler and/or structure itself had any single loss or damage over \$10,000 in the last 3 years (Include insured/uninsured losses/damages)” (see Ex. 2, p. 1).

16. Defendant BROWN & BROWN never presented the application to Plaintiff to review and approve prior to it being submitted to Defendant HANOVER.

COUNT I – BREACH OF CONTRACT

17. Plaintiff incorporates by reference the allegation contained in paragraphs one (1) through sixteen (16) above as if set forth fully herein.

18. Upon information and belief, any misrepresentation in the application for insurance was not material.

19. Defendant HANOVER’s unilateral attempt to rescind the POLICY based on a non-material misrepresentation in the application for insurance constitutes a breach of the parties’ insurance contract.

20. As a direct and proximate result of Defendant HANOVER’s breach of the parties’ insurance contract, Defendant HANOVER remains indebted to Plaintiff for its insured losses, and any incidental and consequential damages that were in the contemplation of the parties at the time the contract was made, or which are the natural and usual consequences of a breach of a property insurance contract.

21. Mich. Comp. Laws § 500.2833(1)(m) provides that each fire insurance policy issued or delivered in the State of Michigan shall contain the following provision:

Each fire insurance policy issued or delivered in this state shall contain the following provisions:

* * *

That if the insured and insurer fail to agree on the actual cash value or amount of the loss, either party may make a written demand that the amount of the loss or the actual cash value be set by appraisal. If either makes a written demand for appraisal, each party shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days after receipt of the written demand. The 2 appraisers shall then select a competent, impartial umpire. If the 2 appraisers are unable to agree upon an umpire within 15 days, the insured or insurer may ask a judge of the circuit court for the county in which the loss occurred or in which the property is located to select an umpire. The appraisers shall then set the amount of the loss and actual cash value as to each item. If the appraisers submit a written report of an agreement to the insurer, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any 2 of these 3 shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by the insured and the insurer.

22. Pursuant to Mich. Comp. Laws § 500.2833(1)(m) and the terms of the parties' insurance contract, Plaintiff demands that the amount of the loss and its actual cash value be set by appraisal.

23. Plaintiff is entitled to Judgment for the amount of loss as determined by the appraisal panel, plus all incidental and consequential damages incurred by

Plaintiff that were in the contemplation of the parties at the time the contract was made, or which are the natural and usual consequence of a breach of a property insurance contract.

24. Mich. Comp. Laws § 500.2006 provides for the addition of 12 percent interest on claim payments that the Defendant insurer failed to make within 60 days of receiving satisfactory proof of loss.

25. Pursuant to Mich. Comp. Laws § 500.2006, Plaintiff is entitled to 12 percent interest on all amounts paid or owing under the subject policy of insurance which Defendant HANOVER failed to timely pay.

WHEREFORE Plaintiff, DDK ACQUISITIONS, LLC, respectfully request this Honorable Court to enter a judgment in its favor and against Defendant, THE HANOVER INSURANCE COMPANY, as follows:

A. That a judgment of liability under the policy of insurance be entered for Plaintiff, DDK ACQUISITIONS, LLC, and against Defendant, THE HANOVER INSURANCE COMPANY;

B. That any dispute concerning the amount of loss be submitted to appraisal pursuant to Mich. Comp. Laws § 500.2833(1)(m) and the terms of the POLICY;

C. That a money judgment be entered for Plaintiff, DDK ACQUISITIONS, LLC, and against Defendant, THE HANOVER INSURANCE

COMPANY, in the amount owing on the appraisal award;

D. That the judgment award all incidental and consequential damages incurred by Plaintiff that were in the contemplation of the parties at the time the contract was made, or which are the natural and usual consequence of a breach of a property insurance contract;

E. That Plaintiff be awarded penalty interest pursuant to Mich. Comp. Laws § 500.2006;

F. That Plaintiff be awarded statutory interest, taxable costs, and attorney fees to which it may additionally be entitled; and

G. That the judgment award such other relief as the Court deems just in equity and good conscience.

COUNT II - NEGLIGENCE

26. Plaintiff incorporates by reference the allegation contained in paragraphs one (1) through twenty-five (25) above as if set forth fully herein.

27. Defendant BROWN & BROWN undertook the duty to procure an insurance policy on Plaintiff's behalf that would fully insure the BUILDING against covered risks of direct physical loss.

28. Having undertaken the duty to procure a policy for Plaintiff, Defendant BROWN & BROWN, acting through its employees and/or agents, was required to exercise such reasonable skill and ordinary diligence as may fairly be expected from

a person in its profession or situation to do that which was necessary to properly obtain a policy and seeing that it effectually covered the property to be insured.

29. As an independent insurance agent, Defendant BROWN & BROWN, INC. owed a fiduciary duty to Plaintiff, its principal, to act in Plaintiff's best interest, both in terms of finding an insurer that could provide Plaintiff with the most comprehensive coverage and in ensuring that the insurance contract properly addressed Plaintiff's needs.

30. Defendant BROWN & BROWN owed Plaintiff a duty to accurately complete the insurance application it submitted to Defendant HANOVER and to not misrepresent in the application, despite its actual knowledge to the contrary, that the structure had not had any single loss or damage over \$10,000 in the three years preceding the application for insurance.

31. Defendant BROWN & BROWN breached one or more of the aforementioned duties and was negligent.

32. As a direct and proximate result of Defendant BROWN & BROWN's negligence, Plaintiff suffered uninsured losses to the BUILDING.

33. Defendant BROWN & BROWN is vicariously liable under respondeat superior for the negligent acts and/or omissions of its employees/agents who completed and submitted the subject application for insurance to Defendant HANOVER on Plaintiff's behalf, since those acts and/or omissions occurred in the

course and scope of the actual or apparent authority Defendant BROWN & BROWN gave to its employees and/or agents.

WHEREFORE Plaintiff, DDK ACQUISITIONS, LLC, respectfully request this Honorable Court to enter a judgment in its favor and against Defendant, BROWN & BROWN, INC., in an amount to which Plaintiff is found entitled, including any and all interest, costs and attorney fees recoverable under the law.

Respectfully submitted,

FABIAN, SKLAR, KING & LISS, P.C.

/s/ Jason J. Liss

Jason J. Liss (P48742)

Attorneys for Plaintiff

33450 W. Twelve Mile Road

Farmington Hills, MI 48331

(248) 553-2000

jliss@fabiansklar.com

Dated: September 29, 2022

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DDK ACQUISITIONS, LLC,
a Michigan limited liability company,

Plaintiff,

vs.

Case No. 22-cv-
Hon.

THE HANOVER INSURANCE COMPANY,
a foreign corporation, and
BROWN & BROWN, INC.,
a foreign corporation,

Defendants.

_____ /

JURY DEMAND

NOW COMES Plaintiff, DDK ACQUISITIONS, LLC, by and through its attorneys, FABIAN, SKLAR, KING & LISS, P.C., and demands a jury trial in the above-entitled cause of action.

Respectfully submitted,

FABIAN, SKLAR, KING & LISS, P.C.

/s/ Jason J. Liss

Jason J. Liss (P48742)
Attorneys for Plaintiff
33450 W. Twelve Mile Road
Farmington Hills, MI 48331
(248) 553-2000
jliss@fabiansklar.com

Dated: September 29, 2022